

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

RESPONSE OF BAY STATE GAS COMPANY TO THE  
FIFTEENTH SET OF INFORMATION REQUESTS FROM THE D.T.E.  
D. T. E. 05-27

Date: July 15, 2005

Responsible: John E. Skirtich, Consultant (Revenue Requirements)

**CONFIDENTIAL & SUPPLEMENTAL RESPONSE**

DTE-15-58 SUPP 1 Please provide updated invoices and rate case expense updates, labeled by the categories provided in Exh. BSG/JES-1, Sch. JES-6, at 8, on the basis of every two weeks for the duration of this proceeding. This is an ongoing information request.

Response: The response to this information request includes sensitive, proprietary, privileged and non-public information that is appropriate for protection from public disclosure. Accordingly, the CONFIDENTIAL attachments hereto are filed in single copy to the Hearing Officer pursuant to a previously granted order of protection given to the materials in DTE-15-58.

Please See Attachment AG-15-58 (a), **Supplemental Response 1**, for an updated version of Exh. BSG/JES-1, Sch. JES-6, at 8. This version reflects of all Bay State's actual rate case expenses paid to date, by vendor category, plus an estimate of the remaining rate case expenses as of July 11, 2005 (Line 12).

The following is a list of the remaining attachments that include copies of all new invoices for each of the respective rate case vendors that have been processed from June 23, 2005 to date. Line Numbers on Exh. BSG/JES-1, Sch. JES-6, at 8 are cross referenced to corresponding vendor names.

Attachment DTE-15-58 (b) **CONFIDENTIAL** – Nixon Peabody (Outside Legal - Line No. 1 of Exh. BSG/JES-1, Sch. JES-6, at 8)

Attachment DTE-15-58 (c) – AUS Consultants (Depreciation - Line No. 2 of Exh. BSG/JES-1, Sch. JES-6, at 8)

Attachment DTE-15-58 (d) – P. Moul & Associates (Cost of Capital Support - Line No. 3 of Exh. BSG/JES-1, Sch. JES-6, at 8)

Attachment DTE-15-58 (h) - Hewitt (Line No. 7 – Labor and Benefit  
Analysis of Exh. BSG/JES-1, Sch. JES-6, at  
8)

Attachment DTE-15-58 (j) – Coler & Colantonio, Inc., Corporate  
Renaissance, Suburban Staffing, Adecco,  
Baryenbruch & Company, Dan Yardley and  
META Group (Line No. 9 – Other Professional  
Services of Exh. BSG/JES-1, Sch. JES-6, at  
8)

Attachment DTE-15-58 (k) – FedEx, Office Depot, Banc of America  
Leasing, Curry Printing, Farmer Arsenault  
Brock, FitzGerald & Robbins, Konica, A & P  
Courier and Vectra (Line No. 10 –  
Miscellaneous Services of Exh. BSG/JES-1,  
Sch. JES-6, at 8)

For the reasons set forth in a Motion for Protective Treatment filed on  
June 28, 2005 with the original response, Attachment DTE-15-58 (B)  
**CONFIDENTIAL** is claimed confidential and filed in a single copy with the  
Hearing Officer.

**CONFIDENTIAL MATERIALS ENCLOSED**

**SUPPLEMENTAL RESPONSE**

Bay State Gas Company  
 Adjustment To Operating Expenses - Rate Case Expenses  
 Test Year Ended December 31, 2004

<u>Line No.</u>	<u>Description</u>	<u>Amount</u> (1) \$	<u>Reference</u> (2)
1	Outside Legal	\$261,585.95	WP-JES-14
2	Depreciation Study	\$50,014.72	WP-JES-14
3	Cost of Capital Support	\$39,809.00	WP-JES-14
4	Performance Based Ratemaking Plan	\$187,342.61	WP-JES-14
5	Cost of Service Study and Marginal Cost Study	\$145,565.76	WP-JES-14
6	Steel Infrastructure Replacement Program	\$286,539.15	WP-JES-14
7	Labor and Benefit Analyses	\$60,703.00	WP-JES-14
8	Historic Capital Expenditures	\$42,306.88	WP-JES-14
9	Other Professional Services	\$103,935.59	WP-JES-14
10	Miscellaneous Services (Copying, Supplies, Temporary Help, etc.)	\$68,756.49	WP-JES-14
11	Total Current Rate Case Expenses (Lines 1 - 10) 1/	\$1,246,559.15	
12	Remaining Estimate of Rate Case Expenses 2/	\$567,247.93	
13	Estimated Total Rate Case Expense (Line 11 + Line 12)	\$1,813,807	
14	PBR Period	<u>5 Yrs.</u>	
15	Annual Amortization (Line 11 / Line 12)	\$362,761.00	

NOTES: 1/ Based on compilation of all rate case expense invoices processed through June 23, 2005.  
 2/ Reflects the current estimate of remaining rate case expenses for all vendors as of June 23, 2005.

# AUS

Weber, Fick & Wilson Division  
AUS Consultants  
155 Gaither Drive  
PO Box 1050  
Moorestown, NJ 08057-1050  
856 234 9200

Thomas Birmingham  
Bay State Gas Company  
300 Friberg Parkway  
Westborough, MA 01581-5039

Bay State Gas Company  
DTE 05-27  
Attachment DTE-15-58(c)

Page 1 of 1  
Invoice Number 094522  
Invoice Date May 31, 2005  
PO Number  
Contract DEP  
Project 57-0456  
Page 1  
Incorporated FID# 22-1943906  
www.ausinc.com  
Consultant:  
EARL M. ROBINSON  
EROBINSON@WFW-AUSINC.COM

	Current Hours	Rate	Current Amount
Professional Services			
EARL M. ROBINSON	27.00	190.00	5,130.00
Administrative Services			
Administrative Staff			225.00
Out of Pocket Expenses			
Production Costs			191.45
Invoice Total			<u>5,546.45</u>

Please make check payable to:  
Weber, Fick & Wilson Division  
P.O. Box 1050  
Moorestown, NJ 08057-1050

JRB

Invoice due upon presentation

57BAY03

**P. Moul & Associates**  
251 Hopkins Road  
Haddonfield, NJ 08033  
Telephone: 856-428-7515 • Facsimile: 856-428-0026

EIN# 22-3282661

July 1, 2005  
Case No. 0501

BAY STATE GAS COMPANY

For professional services rendered by Paul R. Moul,  
Managing Consultant, for the preparation of  
responses to eighty-six (86) information requests  
from: the Department Staff, identified as DTE 6-1,  
DTE 13-1 through 13-28, DTE 19-7 through 19-11,  
and DTE 21-2; the Attorney General, identified as  
AG 10-1 through AG 10-37, AG 20-1 through 20-9,  
and AG 27-19; and the Utility Workers Union of  
America, identified as UWUA 1-25 through 1-27  
and UWUA 2-27.

<u>Consultant</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
P. Moul	87	\$185	\$16,095.00
Clerical	41	\$44	1,804.00
Reimbursement of out-of-pocket costs consisting of duplication, telephone and delivery charges			<u>367.00</u>
TOTAL			<u>\$18,266.00</u>

JRB

# Hewitt

Hewitt Associates LLC  
PO Box 95135  
Chicago, IL 60694-5135  
847-295-5000

Mr. Thomas R. Birmingham  
Bay State Gas Company and Northern  
Utilities, Inc.  
300 Friberg Parkway  
Westborough, MA 01581-5039

Bay State Gas Company  
DTE 05-27  
Attachment DTE-15-58(h)  
Page 1 of 1  
**ORIGINAL INVOICE**

June 20, 2005

Invoice #: 0765825

Our terms are Net 30 days. After 30 days, interest accrues  
from invoice date at an annual rate of nine percent.

Federal Taxpayer Identification#: 36-2235791

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May 2005 Invoice for Services Through the 31st:

**Bay State Rate Case Assistance**

***Actuarial Consulting***

Pension and PBOP Testimony Review and Feedback

4.25 Hours @ \$500 \$ 2,125.

Miscellaneous Expenses Allocable to the Above  
Assignment (5%) 106.

\$ 2,231.

*JRB*

# Suburban Staffing

30 LYMAN STREET • P.O. BOX 1450  
WESTBOROUGH, MA 01581-6450  
TELEPHONE (508) 366-8521 FAX (508) 898-9568  
e-mail: ar@suburbanstaffing.com  
www.suburbanstaffing.com

## INVOICE

Bay State Gas Company  
DTE 05-27  
Attachment DTE-15-58(1)  
INVOICE # 136939 DATE 06/29/2005  
ACCOUNT # 1294  
Page 1 of 1

ACCOUNT BILLED: Bay State Gas  
Attn: Susan Kullberg  
300 Friberg Parkway  
Westborough, MA 01581

DATE	DESCRIPTION	BILL HOURS	BILL RATE	AMOUNT
06/25/2005	Houle, Kathy	28.50	24.65	702.53
	1727 Regular			

REF# Susan Kullberg

Thank you for your business.

702.53

702.53  
JAB  
Due to Pay

PLEASE DETACH AND RETURN WITH YOUR PAYMENT

INVOICE NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	PAYMENT DUE DATE	AMOUNT DUE	PLEASE ENTER AMOUNT PAID
136939	1294	Bay State Gas	DUE UPON RECEIPT	702.53	

### MAIL PAYMENTS TO:

Suburban Staffing, Inc.  
30 LYMAN STREET  
P.O. BOX 1450  
WESTBOROUGH, MA 01581-6450

PLEASE MAKE CHECKS PAYABLE TO:  
Suburban Staffing, Inc.

# Suburban Staffing

30 LYMAN STREET • P.O. BOX 1450  
WESTBOROUGH, MA 01581-6450  
TELEPHONE (508) 366-8521 FAX (508) 898-9568  
e-mail: ar@suburbanstaffing.com  
www.suburbanstaffing.com

## INVOICE

Bay State Gas Company  
DTE 05-27  
Attachment DTE-15-58(i)  
Page 2 of 2  
ACCOUNT # 1294 INVOICE # 136819 INVOICE DATE 06/22/2005

Page 1 of 1

ACCOUNT  
BILLED:

Bay State Gas  
Attn: Susan Kullberg  
300 Friberg Parkway  
Westborough, MA 01581

DATE	DESCRIPTION	BILL HOURS	BILL RATE	AMOUNT
06/11/2005	Houle, Kathy	20.00	24.65	493.00
06/18/2005	Houle, Kathy	27.50	24.65	677.88

Thank you for your business.

1,170.88

*Handwritten:* JRB  
OK to Pay

PLEASE DETACH AND RETURN WITH YOUR PAYMENT

INVOICE NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	PAYMENT DUE DATE	AMOUNT DUE	PLEASE ENTER AMOUNT PAID
136819	1294	Bay State Gas	DUE UPON RECEIPT	1,170.88	

### MAIL PAYMENTS TO:

Suburban Staffing, Inc.  
30 LYMAN STREET,  
P.O. BOX 1450  
WESTBOROUGH, MA 01581-6450

PLEASE MAKE CHECKS PAYABLE TO:  
Suburban Staffing, Inc.



# Suburban Staffing

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e-mail: ar@suburbanstaffing.com  
www.suburbanstaffing.com

## INVOICE

Bay State Gas Company  
DTE 05-27  
Attachment DTE 15-58(1)  
Page 3 of 12  
ACCOUNT # 1294 INVOICE # 136559 INVOICE DATE 06/08/2005

Page 1 of 1

ACCOUNT  
BILLED:

Bay State Gas  
Attn: Stella Deiana  
300 Friberg Parkway  
Westborough, MA 01581

DATE	DESCRIPTION	BILL HOURS	BILL RATE	AMOUNT
06/04/2005	Houle, Kathy	27.00	24.65	665.55
	1727 Regular			

REF# Sandy Jolie

Thank you for your business.

665.55

RB

PLEASE DETACH AND RETURN WITH YOUR PAYMENT

INVOICE NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	PAYMENT DUE DATE	AMOUNT DUE	PLEASE ENTER AMOUNT PAID
136559	1294	Bay State Gas	DUE UPON RECEIPT	665.55	

### MAIL PAYMENTS TO:

Suburban Staffing, Inc.  
30 LYMAN STREET  
P.O. BOX 1450  
WESTBOROUGH, MA 01581-6450

PLEASE MAKE CHECKS PAYABLE TO:  
Suburban Staffing, Inc.

# Suburban Staffing

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 WESTBOROUGH, MA 01581-6450  
 TELEPHONE (508) 366-8521 FAX (508) 898-9568  
 e-mail: ar@suburbanstaffing.com  
 www.suburbanstaffing.com

## INVOICE

Bay State Gas Company  
 DTE 05-27  
 Attachment DTE-15-58(0)  
 INVOICE # 136422 INVOICE DATE 06/01/2005  
 ACCOUNT # 1294

Page 1 of 1

ACCOUNT  
 BILLED:

Bay State Gas  
 Attn: Stella Deiana  
 300 Friberg Parkway  
 Westborough, MA 01581

DATE	DESCRIPTION	BILL HOURS	BILL RATE	AMOUNT
05/28/2005	Houle, Kathy	27.00	24.65	665.55
	1727 Regular			

REF# Sandy Jolie

Thank you for your business.

665.55

JB

PLEASE DETACH AND RETURN WITH YOUR PAYMENT

INVOICE NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	PAYMENT DUE DATE	AMOUNT DUE	PLEASE ENTER AMOUNT PAID
136422	1294	Bay State Gas	DUE UPON RECEIPT	665.55	

### MAIL PAYMENTS TO:

Suburban Staffing, Inc.  
 30 LYMAN STREET  
 P.O. BOX 1450  
 WESTBOROUGH, MA 01581-6450

PLEASE MAKE CHECKS PAYABLE TO:  
 Suburban Staffing, Inc.

# Suburban Staffing

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e-mail: ar@suburbanstaffing.com  
www.suburbanstaffing.com

## INVOICE

Bay State Gas Company  
DTE 05-27  
Attachment DTE 15-580  
INVOICE # 136289 INVOICE DATE 05/25/2005  
ACCOUNT # 1294

Page 1 of 1

ACCOUNT **Bay State Gas**  
BILLED: **Attn: Stella Deiana**  
**300 Friberg Parkway**  
**Westborough, MA 01581**

DATE	DESCRIPTION	BILL HOURS	BILL RATE	AMOUNT
05/21/2005	Houle, Kathy	1727 Regular	24.65	764.15
REF# Sandy Jolie				

Thank you for your business.

764.15

JRB

PLEASE DETACH AND RETURN WITH YOUR PAYMENT

INVOICE NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	PAYMENT DUE DATE	AMOUNT DUE	PLEASE ENTER AMOUNT PAID
136289	1294	Bay State Gas	DUE UPON RECEIPT	764.15	

### MAIL PAYMENTS TO:

**Suburban Staffing, Inc.**  
30 LYMAN STREET  
P.O. BOX 1450  
WESTBOROUGH, MA 01581-6450

PLEASE MAKE CHECKS PAYABLE TO:  
**Suburban Staffing, Inc.**

# Suburban Staffing

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 TELEPHONE (508) 366-8521 FAX (508) 898-9568  
 e-mail: ar@suburbanstaffing.com  
 www.suburbanstaffing.com

## INVOICE

Bay State Gas Company  
 DTE 05-27  
 Attachment DTE-15-58(j)  
 Page 6 of 12

ACCOUNT #  
1294

INVOICE #  
136156

INVOICE DATE  
05/18/2005

Page 1 of 1

ACCOUNT BILLED: Bay State Gas  
 Attn: Susan Kullberg  
 300 Friberg Parkway  
 Westborough, MA 01581

DATE	DESCRIPTION	BILL HOURS	BILL RATE	AMOUNT
05/14/2005	Houle, Kathy	28.00	24.65	690.20
	1727 Regular			

REF# Susan Kullberg

Thank you for your business.

690.20

PLEASE DETACH AND RETURN WITH YOUR PAYMENT

INVOICE NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	PAYMENT DUE DATE	AMOUNT DUE	PLEASE ENTER AMOUNT PAID
136156	1294	Bay State Gas	DUE UPON RECEIPT	690.20	

### MAIL PAYMENTS TO:

Suburban Staffing, Inc.  
 30 LYMAN STREET  
 P.O. BOX 1450  
 WESTBOROUGH, MA 01581-6450

PLEASE MAKE CHECKS PAYABLE TO:  
**Suburban Staffing, Inc.**

# Suburban Staffing

30 LYMAN STREET • P.O. BOX 1450  
 WESTBOROUGH, MA 01581-6450  
 TELEPHONE (508) 366-8521 FAX (508) 898-9568  
 e-mail: ar@suburbanstaffing.com  
 www.suburbanstaffing.com

## INVOICE

Bay State Gas Company  
 DTE 05-27  
 Attachment DTE-15-58(j)  
 Page 7 of 12  
 INVOICE DATE  
 05/11/2005

ACCOUNT #  
 1294

INVOICE #  
 136027

Page 1 of 1

ACCOUNT  
 BILLED:

Bay State Gas  
 Attn: Susan Kullberg  
 300 Friberg Parkway  
 Westborough, MA 01581

DATE	DESCRIPTION	BILL HOURS	BILL RATE	AMOUNT
05/07/2005	Houle, Kathy	1727 Regular	24.65	394.40
REF# Susan Kullberg				

Thank you for your business.

394.40

PLEASE DETACH AND RETURN WITH YOUR PAYMENT

INVOICE NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	PAYMENT DUE DATE	AMOUNT DUE	PLEASE ENTER AMOUNT PAID
136027	1294	Bay State Gas	DUE UPON RECEIPT	394.40	

### MAIL PAYMENTS TO:

Suburban Staffing, Inc.  
 30 LYMAN STREET  
 P.O. BOX 1450  
 WESTBOROUGH, MA 01581-6450

PLEASE MAKE CHECKS PAYABLE TO:  
 Suburban Staffing, Inc.

# Suburban Staffing

30 LYMAN STREET • P.O. BOX 1450  
 WESTBOROUGH, MA 01581-6450  
 TELEPHONE (508) 366-8521 FAX (508) 898-9568  
 e-mail: ar@suburbanstaffing.com  
 www.suburbanstaffing.com

## INVOICE

Bay State Gas Company

DTE 05-27

Attachment DTE-15-58(j)

Page 8 of 12

ACCOUNT #  
1294INVOICE #  
135897INVOICE DATE  
05/04/2005

Page 1 of 1

ACCOUNT  
BILLED:

Bay State Gas  
 Attn: Susan Kullberg  
 300 Friberg Parkway  
 Westborough, MA 01581

DATE	DESCRIPTION	BILL HOURS	BILL RATE	AMOUNT
04/30/2005	Houle, Kathy	1727 Regular	30.00 24.65	739.50

REF# Susan Kullberg

Thank you for your business.

739.50

PLEASE DETACH AND RETURN WITH YOUR PAYMENT

INVOICE NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	PAYMENT DUE DATE	AMOUNT DUE	PLEASE ENTER AMOUNT PAID
135897	1294	Bay State Gas	DUE UPON RECEIPT	739.50	

### MAIL PAYMENTS TO:

Suburban Staffing, Inc.  
 30 LYMAN STREET  
 P.O. BOX 1450  
 WESTBOROUGH, MA 01581-6450

PLEASE MAKE CHECKS PAYABLE TO:  
 Suburban Staffing, Inc.

07/06/05 WED 10:10 FAX 5088989568

SURBURBAN STAFFING

004

# Suburban Staffing

30 LYMAN STREET • P.O. BOX 1450  
WESTBOROUGH, MA 01581-6450  
TELEPHONE (508) 366-8521 FAX (508) 898-9568  
e-mail: ar@suburbanstaffing.com  
www.suburbanstaffing.com

## INVOICE

Bay State Gas Company  
DTE 05-27  
Attachment DTE-15-58(j)  
Page 9 of 12

ACCOUNT #  
1294

INVOICE #  
135778

INVOICE DATE  
04/27/2005

Page 1 of 1

ACCOUNT  
BILLED:

Bay State Gas  
Attn: Susan Kullberg  
300 Friberg Parkway  
Westborough, MA 01581

DATE	DESCRIPTION	BILL HOURS	BILL RATE	AMOUNT
04/23/2005	Houle, Kathy	37.00	24.65	912.05
	1727 Regular			

REF# Susan Kullberg

Thank you for your business.

912.05

PLEASE DETACH AND RETURN WITH YOUR PAYMENT

INVOICE NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	PAYMENT DUE DATE	AMOUNT DUE	PLEASE ENTER AMOUNT PAID
135778	1294	Bay State Gas	DUE UPON RECEIPT	912.05	

### MAIL PAYMENTS TO:

Suburban Staffing, Inc.  
30 LYMAN STREET  
P.O. BOX 1450  
WESTBOROUGH, MA 01581-6450

PLEASE MAKE CHECKS PAYABLE TO:  
Suburban Staffing, Inc.

# Suburban Staffing

30 LYMAN STREET • P.O. BOX 1450  
 WESTBOROUGH, MA 01581-6450  
 TELEPHONE (508) 366-8521 FAX (508) 898-9568  
 e-mail: ar@suburbanstaffing.com  
 www.suburbanstaffing.com

## INVOICE

Bay State Gas Company

DTE 05-27

Attachment DTE-15-58(j)

Page 10 of 12

INVOICE DATE

04/20/2005

ACCOUNT #  
1294INVOICE #  
135654

Page 1 of 1

ACCOUNT  
BILLED:

Bay State Gas  
 Attn: Susan Kullberg  
 300 Friberg Parkway  
 Westborough, MA 01581

DATE	DESCRIPTION	BILL HOURS	BILL RATE	AMOUNT
04/16/2005	Houle, Kathy	34.00	24.65	838.10
	1727 Regular			

REF# Susan Kullberg

Thank you for your business.

838.10

PLEASE DETACH AND RETURN WITH YOUR PAYMENT

INVOICE NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	PAYMENT DUE DATE	AMOUNT DUE	PLEASE ENTER AMOUNT PAID
135654	1294	Bay State Gas	DUE UPON RECEIPT	838.10	

### MAIL PAYMENTS TO:

Suburban Staffing, Inc.  
 30 LYMAN STREET  
 P.O. BOX 1450  
 WESTBOROUGH, MA 01581-6450

PLEASE MAKE CHECKS PAYABLE TO:  
 Suburban Staffing, Inc.



# Suburban Staffing

30 LYMAN STREET • P.O. BOX 1450  
 WESTBOROUGH, MA 01581-6450  
 TELEPHONE (508) 366-8521 FAX (508) 898-9568  
 e-mail: ar@suburbanstaffing.com  
 www.suburbanstaffing.com

## INVOICE

Bay State Gas Company

DTE 05-27

Attachment DTE-15-58(j)

Page 11 of 12

INVOICE DATE

04/13/2005

ACCOUNT #  
1294INVOICE #  
135629

Page 1 of

ACCOUNT  
BILLED:

Bay State Gas  
 Attn: Susan Kullberg  
 300 Friberg Parkway  
 Westborough, MA 01581

DATE	DESCRIPTION	BILL HOURS	BILL RATE	AMOUNT
04/02/2005	Houle, Kathy	29.00	24.65	714.85
	1727 Regular			
04/09/2005	Houle, Kathy	31.00	24.65	764.15
	1727 Regular			

REF# Susan Kullberg

REF# Susan Kullberg

Thank you for your business.

1,479.00

JEB

PLEASE DETACH AND RETURN WITH YOUR PAYMENT				
INVOICE NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	PAYMENT DUE DATE	AMOUNT DUE
135629	1294	Bay State Gas	DUE UPON RECEIPT	

### MAIL PAYMENTS TO:

Suburban Staffing, Inc.  
 30 LYMAN STREET  
 P.O. BOX 1450  
 WESTBOROUGH, MA 01581-6450

PLEASE MAKE CHECKS PAYABLE TO:  
 Suburban Staffing, Inc.

June 30, 2005

Mr. Thomas R. Birmingham  
Manager, Regulatory Policy  
Bay State Gas Company  
300 Friberg Parkway  
Westborough, MA 01581

INVOICE 139-5/05

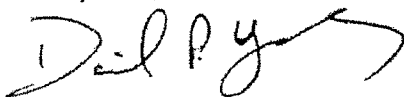
Dear Tom:

The total due for regulatory advisory services and expenses for March through May 2005 pertaining to Bay State Gas Company's rate case filing in Docket No. D.T.E. 05-27 is as follows:

Services:	\$28,900.00
Expenses:	0.00
Total Fees:	\$28,900.00

Documentation of these fees is attached. Please call me if you have any questions concerning this invoice.

Very truly yours,



Daniel P. Yardley

**KONICA****ORIGINAL**

A Konica Minolta Business Solutions U.S.A., Inc. Company  
500 Day Hill Road  
Windsor, CT 06095

Payer: 661898

BAY STATE GAS CO  
300 FRIBERG PKWY  
WESTBOROUGH, MA 01581

# MAINTENANCE INVOICE SUMMARY

*We Appreciate  
Your Business*

Invoice No: 95833273  
Account No: 117279-8458260  
Payment Due Date: 07/03/2005  
Invoice Date: 06/03/2005  
KMBS Order No: 22545301  
Order Date:  
Purchase Order No:  
Customer Contract No:  
User Code 1:  
User Code 2:  
User Code 3:  
Req/Rel No:  
Contract Period: 04/01/2005 - 03/31/2006

Bay State Gas Company  
Attachment 07/03/2005  
Page 1 of 14

Bill To:

661898

BAY STATE GAS CO  
300 FRIBERG PKWY  
WESTBOROUGH, MA

01581

Equipment Location 661898

BAY STATE GAS CO  
2ND FL WESTBOROUGH CORPORATE OFF  
300 FRIBERG PKWY  
WESTBOROUGH, MA 01581

Billing Period: 07/01/2005 - 07/31/2005 (MO)

*INVOICE SUMMARY, SEE ATTACHED FOR INVOICE DETAILS.*

DI7210 DIGITAL PRINTER/COPIER	56RE03881	1
PS3/SCAN KIT FOR PI7200E		1
FINISHER FN-121 FOR DI5510/721	14JU41882	1
PRINTER CONTROLLER PI7200E	616991	1
C-403 (A4LCT)(ENHANCED)	13RM20493	1
HDD-2 (HARD DSK DRV FOR DI650/		1
256MB MEM FORDI650/750-MAYBE S		1

						Equipment Charge:	560.00
						Usage Charge:	0.00
						Early Term Charge:	
						Install/Removal Charge:	
						Sub Total:	560.00
						Taxes:	0.00
						Invoice Total:	560.00
Fed Tax ID No.	13-1921089	Terms: NET 30					

	STATE	COUNTY	CITY	TRANSIT	TRANS.
Tax Rate:	0.000	0.000	0.000	0.000	0.000
Tax Amount:	0.00	0.00	0.00	0.00	0.00

TO AVOID AN INTERRUPTION IN SERVICE, PLEASE PAY INVOICE BY THE DUE DATE. IN THE EVENT THIS INVOICE IS NOT PAID IN FULL ON THE DUE DATE, INTEREST SHALL BE CHARGED TO YOUR ACCOUNT AT THE RATE OF EITHER 1.5% PER MONTH, OR THE MAXIMUM ALLOWED BY LAW, WHICHEVER IS LESS.

50001-1 / MONTHLY / 9206799-1 / R213 / 0 / 7D / / BCG

**PLEASE DETACH THE FORM BELOW AND RETURN WITH YOUR PAYMENT/ OR SEE CREDIT CARD INFO ON BACK**

MAIL PAYMENT TO:  
KONICA  
P.O. BOX 30341  
HARTFORD, CT 06150

PLEASE SEE REVERSE SIDE FOR INFORMATION  
PERTAINING TO BILLING/PAYMENT INQUIRIES

CUSTOMER NAME:	BAY STATE GAS CO
INVOICE NO:	95833273
INVOICE DATE:	06/03/2005
SERIAL NO:	56RE03881
PAYER ID NO:	661898
CUSTOMER PO NO:	
Pay this Amount:	\$560.00
Payment Due Date:	07/03/2005

**KONICA****DUPLICATE**

A Konica Minolta Business Solutions U.S.A., Inc. Company  
500 Day Hill Road  
Windsor, CT 06095

**MAINTENANCE  
INVOICE  
SUMMARY**

*We Appreciate  
Your Business*

Attachment DTE-15-56(R)  
Page 2 of 14  
**Invoice No: 95782085**  
**Account No: 117279-8458260**  
**Payment Due Date: 06/01/2005**  
Invoice Date: 05/02/2005  
KMBS Order No: 22545501  
Order Date:  
Purchase Order No:  
Customer Contract No:  
User Code 1:  
User Code 2:  
User Code 3:  
Req/Rel No:  
Contract Period: 04/01/2005 - 03/31/2006

Payer: 661898

BAY STATE GAS CO  
300 FRIBERG PKWY  
WESTBOROUGH, MA 01581

Bill To:

661898

Equipment Location 661898

BAY STATE GAS CO  
300 FRIBERG PKWY  
WESTBOROUGH, MA 01581

BAY STATE GAS CO  
2ND FL WESTBOROUGH CORPORATE OFF  
300 FRIBERG PKWY  
WESTBOROUGH, MA 01581

Billing Period: 06/01/2005 - 06/30/2005 (MO)

**INVOICE SUMMARY, SEE ATTACHED FOR INVOICE DETAILS.**

017216 DIGITAL PRINTER/COPIER	56KE03881	1
PS3/SCAN KIT FOR P17200E		1
FINISHER FN-121 FOR D15510/721	14JU41382	1
PRINTER CONTROLLER P17200E	616991	1
C-403 (A4LCT)(ENHANCED)	13RM20493	1
HDD-2 (HARD DISK DRY FOR D1650/		1
256MB MEM FORD1650/750-MAYBE S		1

						Equipment Charge:	560.00
						Usage Charge:	0.00
						Early Term Charge:	
						Install/Removal Charge:	
						Sub Total:	560.00
						Taxes:	0.00
						Invoice Total:	560.00

	STATE	COUNTY	CITY	TRANSIT	TRANS.
Tax Rate:	0.000	0.000	0.000	0.000	0.000
Tax Amount:	0.00	0.00	0.00	0.00	0.00

Fed Tax ID No. 13-1921049 Terms: NET 30

TO AVOID AN INTERRUPTION IN SERVICE, PLEASE PAY INVOICE BY THE DUE DATE. IN THE EVENT THIS INVOICE IS NOT PAID IN FULL ON THE DUE DATE, INTEREST SHALL BE CHARGED TO YOUR ACCOUNT AT THE RATE OF EITHER 1.5% PER MONTH OR THE MAXIMUM ALLOWED BY LAW, WHICHEVER IS LESS.

56001-1 / MONTHLY / 9206799-1 / R213 / 0 / 7E / / / BCS

**PLEASE DETACH THE FORM BELOW AND RETURN WITH YOUR PAYMENT/ OR SEE CREDIT CARD INFO ON BACK**

MAIL PAYMENT TO:  
KONICA  
P.O. BOX 30341  
HARTFORD, CT 06150

PLEASE SEE REVERSE SIDE FOR INFORMATION  
PERTAINING TO BILLING/PAYMENT INQUIRIES

CUSTOMER NAME:	BAY STATE GAS CO
INVOICE NO:	95782085
INVOICE DATE:	05/02/2005
SERIAL NO:	56KE03881
PAYER ID NO:	661898
CUSTOMER PO NO:	
Pay this Amount:	\$560.00
Payment Due Date:	06/01/2005

JRB

Lease Administration Center  
P.O. Box 7023  
Troy, MI 48007-7023

**BANC OF AMERICA LEASING**

Bay State Gas Company  
DTE 05-27  
Attachment DTE-15-58(k)  
Page 3 of 14

June 28, 2005

ATTN: SUSAN KULLBERG

Invoice number 8429146

0000009182 \*\*\*\*\*AUTO\*\* 3-DIGIT 015



SUSAN KULLBERG  
BAY STATE GAS  
300 FRIBERG PARKWAY  
WESTBOROUGH, MA 01581-3900

This is a friendly reminder to advise you that the following contracts are now past due:

<u>Contract Number</u>	<u>Description</u>	<u>Date Due</u>	<u>Amount Due</u>
008-2162433-000	KONICA COPIER	06/15/2005	\$1,822.98

JLB

If your check covering the above items is now in the mail, please accept our thanks and disregard this notice.  
Otherwise, please send your payment today.

Sincerely,

Portfolio Department  
800-959-5938  
CustomerSvc@leaseadmincenter.com

-----  
PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

06/28/05

Invoice number 8429146

CN011A

SUSAN KULLBERG  
BAY STATE GAS  
300 FRIBERG PARKWAY  
WESTBOROUGH, MA 01581-3900

Remit to:

BANC OF AMERICA LEASING  
LEASE ADMINISTRATION CENTER  
P.O. BOX 371992  
PITTSBURGH, PA 15250-7992



AMOUNT DUE: \$1,822.98

AMOUNT ENCLOSED: \$ \_\_\_\_\_

000000006508429146008 2162433 00000100000000000018229800021624338

19055/001 1 2 169 580 0000141752  
INV11756ORIGINAL INVOICE  
ISSUED 06/20/05BANC OF AMERICA LEASING  
LEASE ADMINISTRATION CENTER  
P.O. BOX 371992  
PITTSBURGH PA 152507992

Date Due:	Bay State Gas Company
Invoice No:	8466655
Previous Amt Due:	\$1,531.30
Current Amt Due:	\$1,877.14
Total Amt Due:	\$3,208.44
After 07/15/05 Pay	\$3,354.28
AMT ENCLOSED	

Change of Address? ☐  
Please check box and complete other side.

REMIT TO:

Page 1 of 1

0000141752

BAY STATE GAS  
SUSAN KULLBERG  
300 FRIBERG PARKWAY  
WESTBOROUGH MA 01581

BANC OF AMERICA LEASING  
LEASE ADMINISTRATION CENTER  
P.O. BOX 371992  
PITTSBURGH PA 152507992

000000006508466655008 2162433 00000100033542800016771400032084400021624331

PLEASE RETURN TOP PORTION WITH YOUR PAYMENT TO ENSURE PROPER CREDIT

For assistance with your invoice....	PHONE	FAX	TIME	E-MAIL
CUSTOMER SERVICE INQUIRIES	800-959-5936	248-764-5771	8:30 AM TO 6:30 PM EASTERN	customersvc@leaseadmincenter.c
INSURANCE INQUIRIES	800-913-9331	425-649-5918	9:00 AM TO 8:00 PM EASTERN	cs-seattle@pils.com
FOR FURTHER EXPLANATION, PLEASE REFER TO THE BACK OF YOUR INVOICE FOR MAINTENANCE, SERVICE AND SUPPLIES, PLEASE CONTACT YOUR LOCAL DEALER				Invoice Number 8466655-75

Contract Number Customer Reference Number Equipment Description Model Number Serial Number							
	Equipment Location	Detailed Charge Description	Payment Due Date	Billing Period	Payment Amount	Sales/Use Tax	Total Due
008-2162433-000	300 FRIBERG PARKWAY	PAYMENT	07/15/05	07/01/05 - 07/31/05	1,458.38	72.92	1,531.30
Your Ref:	WESTBOROUGH, MA 01581	LATE CHARGE	07/15/05	AS OF 05/25	145.84		145.84
KONICA COPIER							
D17210							
56RE03881							
CONTRACT SUBTOTAL							1,677.14

TOTAL CURRENT CHARGES 1,677.14

pay only  
\$1,531.30

JRB

BANC OF AMERICA LEASING

INVOICE NUMBER: 8466655



www.curryprinting.com

144 East Main Street  
P.O. Box 603  
Westboro, MA 01581  
(508) 366-2679 Phone  
(508) 366-7969 Fax

# INVOICE 119286

Bay State Gas Company  
DTE 05-27  
Attachment DTE-15-586/14/2005  
ORDER PAGE 1 of 14  
06/15/2005  
LAST REVISED:  
PROOF DATE:  
DUE DATE: 06/17/2005  
TIME: 06/15/2005  
INVOICE DATE

SOLD TO:  
BAY STATE GAS CO.  
ATTN: TOM BIRMINGHAM  
300 FRIBERG PARKWAY  
WESTBORO, MA 01581-5039

87189  
CUST. NO.

ORDER DESCRIPTION  
COPIES OF MANUALS  
BAY STATE RATE CASE

ML

(508) 836-7000  
PHONE:  
FAX:

ORDER WRITTEN BY: SALESPERSON:  
REFERENCE:

ORIGS	FIN QTY	SIDES	ITEMS ORDERED	MATERIAL	PRICE
454	8	1	1/2 X 11 20LB BOND PAPER WHI	20LB WHI BOND	\$321.37

Deliver

SHIP TO:

SUB-TOTAL

PRE-PRESS/ART

DELIVERY

DISCOUNT

SALES TAX

TOTAL

PAID

BALANCE DUE

PAYMENT DUE DATE

\$321.37

\$16.07

\$337.44

\$0.00

\$337.44

7/1/2005

RECEIVED BY: \_\_\_\_\_ Date: \_\_\_\_\_

Thank You

TERMS: ALL WORK C.O.D. UNLESS PREVIOUS CREDIT APPROVED. OTHERWISE NET 10 DAYS. AFTER FIRST OF THE MONTH  
1½% (18% PER ANNUM) WILL BE CHARGED ON ALL ACCOUNTS PAST 30 DAYS.



**INVOICE 119305**

Bay State Gas Company  
 DTE 05-27  
 Attachment DTE-15-50614/2005  
 ORDER Page 6 of 14  
 06/15/2005

LAST REVISED:  
 PROOF DATE: 06/17/2005  
 DUE DATE:

TIME: 06/15/2005  
 INVOICE DATE



www.curryprinting.com

144 East Main Street  
 P.O. Box 603  
 Westboro, MA 01581  
 (508) 366-2679 Phone  
 (508) 366-7969 Fax

87189  
 CUST. NO.

SOLD TO:  
 BAY STATE GAS CO.  
 ATTN: TOM BIRMINGHAM  
 300 FRIBERG PARKWAY  
 WESTBORO, MA 01581-5039

ORDER DESCRIPTION  
 COPIES OF MANUAL  
 BAY STATE GAS RATE CASE

ML

(508) 836-7000  
 PHONE:  
 FAX:

ORDER WRITTEN BY: SALESPERSON:  
 REFERENCE:

ORIGS	FIN QTY	SIDES	ITEMS ORDERED	MATERIAL	PRICE
599	8	1	NUMBERED	20LB WHI BOND	\$507.17

Deliver

\$507.17

SHIP TO:

SUB-TOTAL

PRE-PRESS/ART

DELIVERY  
 DISCOUNT \$25.36

SALES TAX  
 \$532.53

**TOTAL** \$0.00

PAID \$532.53

BALANCE DUE 7/1/2005

PAYMENT DUE DATE

*ALB*

RECEIVED BY : \_\_\_\_\_ Date: \_\_\_\_\_

*Thank You*

TERMS: ALL WORK C.O.D. UNLESS PREVIOUS CREDIT APPROVED. OTHERWISE NET 10 DAYS. AFTER FIRST OF THE MONTH  
 1½% (18% PER ANNUM) WILL BE CHARGED ON ALL ACCOUNTS PAST 30 DAYS.







www.curryprinting.com

144 East Main Street  
P.O. Box 603  
Westboro, MA 01581  
(508) 366-2679 Phone  
(508) 366-7969 Fax

# INVOICE 119813

Bay State Gas Company  
DTE 05-27  
Attachment DTE-15-5806/24/2005  
ORDER PAGE 1 of 14

LAST REVISED:  
PROOF DATE:  
DUE DATE: 06/29/2005

TIME: 06/24/2005  
INVOICE DATE

SOLD TO:  
BAY STATE GAS CO.  
ATTN: TOM BIRMINGHAM  
300 FRIBERG PARKWAY  
WESTBORO, MA 01581-5039

87189  
CUST. NO.

## ORDER DESCRIPTION

AG-18-08  
BAY STATE RATE CASE

ML

(508) 836-7000  
PHONE:  
FAX:

ORDER WRITTEN BY:  
SALESPERSON:  
REFERENCE:

ORIGS	FIN QTY	SIDES	ITEMS ORDERED	MATERIAL	PRICE
522	9	1	8 1/2 X 11 20LB BOND PAPER WHI	20LB WHI BOND	\$414.01

Deliver

SHIP TO:

SUB-TOTAL

\$414.01

PRE-PRESS/ART

\$5.00

DELIVERY

DISCOUNT

\$20.70

SALES TAX

\$439.71

**TOTAL**

\$0.00

PAID

\$439.71

BALANCE DUE

7/1/2005

PAYMENT DUE DATE

RECEIVED BY : \_\_\_\_\_ Date: \_\_\_\_\_

*Thank You*

TERMS: ALL WORK C.O.D. UNLESS PREVIOUS CREDIT APPROVED. OTHERWISE NET 10 DAYS. AFTER FIRST OF THE MONTH  
1½% (18% PER ANNUM) WILL BE CHARGED ON ALL ACCOUNTS PAST 30 DAYS.





www.curryprinting.com

144 East Main Street  
P.O. Box 603  
Westboro, MA 01581  
(508) 366-2679 Phone  
(508) 366-7969 Fax

# INVOICE 119950

Bay State Gas Company  
DTE 05-27  
Attachment DTE-15-5806/28/2005  
ORDER PAGE 1 of 14  
06/29/2005

LAST REVISED:  
PROOF DATE:  
DUE DATE:  
TIME:  
INVOICE DATE

SOLD TO:  
BAY STATE GAS CO.  
ATTN: TOM BIRMINGHAM  
300 FRIBERG PARKWAY  
WESTBORO, MA 01581-5039

87189  
CUST. NO.

## ORDER DESCRIPTION

AG-1-95  
BAY STATE RATE CASE

ML

(508) 836-7000  
PHONE:  
FAX:

ORDER WRITTEN BY:  
SALESPERSON:  
REFERENCE:

ORIGS	FIN QTY	SIDES	ITEMS ORDERED	MATERIAL	PRICE
1,636	3	1	8 1/2 X 11 20LB BOND PAPER WHI	20LB WHI BOND	\$432.26

Deliver

SHIP TO:

State Tax Exempt: \$5.00

SUB-TOTAL

PRE-PRESS/ART \$5.00

DELIVERY  
DISCOUNT \$21.61

SALES TAX  
\$458.87

**TOTAL** \$0.00

PAID \$458.87

BALANCE DUE 7/1/2005

PAYMENT DUE DATE

JLB

RECEIVED BY : \_\_\_\_\_ Date: \_\_\_\_\_

*Thank You*

TERMS: ALL WORK C.O.D. UNLESS PREVIOUS CREDIT APPROVED. OTHERWISE NET 10 DAYS. AFTER FIRST OF THE MONTH  
1½% (18% PER ANNUM) WILL BE CHARGED ON ALL ACCOUNTS PAST 30 DAYS.





www.curryprinting.com

144 East Main Street  
P.O. Box 603  
Westboro, MA 01581  
(508) 366-2679 Phone  
(508) 366-7969 Fax

# INVOICE 119962

Bay State Gas Company  
DTE 05-27  
Attachment DTE-15-5806/29/2005  
ORDER Page 8 of 14

LAST REVISED:  
PROOF DATE:  
DUE DATE: 06/29/2005  
TIME: 06/29/2005  
INVOICE DATE

SOLD TO:  
BAY STATE GAS CO.  
ATTN: TOM BIRMINGHAM  
300 FRIBERG PARKWAY  
WESTBORO, MA 01581-5039

87189  
CUST. NO.

ORDER DESCRIPTION  
BAY STATE GAS RATE CASE  
11 COPIES OF 11 DIFFERENT MANUALS

(508) 836-7000  
PHONE:  
FAX:

ORDER WRITTEN BY:  
SALESPERSON:  
REFERENCE:

ORIGS	FIN QTY	SIDES	ITEMS ORDERED	MATERIAL	PRICE
5,414	11	1	8 1/2 X 11 20LB BOND PAPER WHT	20LB WHT BOND	\$6,501.23
161	11	1	TABS	TABS WHT INDEX	\$814.92

Deliver

SHIP TO:

State Tax Exempt: \$5.00

SUB-TOTAL

PRE-PRESS/ART \$5.00  
DELIVERY DISCOUNT \$365.81  
SALES TAX

\$7,686.96

**TOTAL**

\$0.00

PAID \$7,686.96

BALANCE DUE 7/1/2005

PAYMENT DUE DATE

*JB*

RECEIVED BY: \_\_\_\_\_ Date: \_\_\_\_\_

*Thank You*

TERMS: ALL WORK C.O.D. UNLESS PREVIOUS CREDIT APPROVED. OTHERWISE NET 10 DAYS. AFTER FIRST OF THE MONTH  
1½% (18% PER ANNUM) WILL BE CHARGED ON ALL ACCOUNTS PAST 30 DAYS.





www.curryprinting.com

144 East Main Street  
P.O. Box 603  
Westboro, MA 01581  
(508) 366-2679 Phone  
(508) 366-7969 Fax

# INVOICE 119877

Bay State Gas Company  
DTE 05-27  
Attachment DTE-15-5806/27/2005  
ORD # 15-5806 of 14

LAST REVISED:  
PROOF DATE:  
DUE DATE: 06/30/2005  
TIME: 06/27/2005  
INVOICE DATE

SOLD TO:  
BAY STATE GAS CO.  
ATTN: TOM BIRMINGHAM  
300 FRIBERG PARKWAY  
WESTBORO, MA 01581-5039

87189  
CUST. NO.

## ORDER DESCRIPTION

RESPONSE OF BAY STATE GAS TO THE SECOND SET  
OF INFO REQUESTS  
\*\*\*\*BAY STATE RATE CASE\*\*\*\*\*

(508) 836-7000  
PHONE:  
FAX:

ORDER WRITTEN BY:

SALESPERSON:

REFERENCE:

ORIGS	FIN QTY	SIDES	ITEMS ORDERED	MATERIAL	PRICE
1,489	1	1	8 1/2 X 11 20LB BOND PAPER WHT	20LB WHT BOND	\$284.04
1,489	8	1	8 1/2 X 11 20LB BOND PAPER WHT	20LB WHT BOND	\$1,279.14

Deliver

SHIP TO:

SUB-TOTAL

\$1,563.18

PRE-PRESS/ART

DELIVERY

DISCOUNT

\$78.16

SALES TAX

\$1,641.34

**TOTAL**

\$0.00

PAID

\$1,641.34

BALANCE DUE

7/1/2005

PAYMENT DUE DATE

JLB

RECEIVED BY: \_\_\_\_\_ Date: \_\_\_\_\_

*Thank You*

TERMS: ALL WORK C.O.D. UNLESS PREVIOUS CREDIT APPROVED. OTHERWISE NET 10 DAYS. AFTER FIRST OF THE MONTH  
1½% (18% PER ANNUM) WILL BE CHARGED ON ALL ACCOUNTS PAST 30 DAYS.



**A & P Courier Service, Inc.**

D/B/A ABC Courier Service  
P.O.Box 647  
Marlborough, MA 01752

Bay State Gas Company  
DTE 05-27  
Attachment DTE-15-58(k)  
Page 11 of 14

**Invoice****Accounts Payable**

Nisource  
300 Friberg Pkwy  
Westboro MA 01581  
Attn: Susan Kullberg

Date

Invoice #

6/2/2005

14821

P.O. No.

Terms

Due Date

Due on receipt

6/2/2005

Service Date	ABC Delivery Information	Customer Ref Info	Amount
5/27/2005	0527055203-Westboro, MA to Boston, MA		58.05
5/27/2005	Tolls		2.60
5/27/2005	0527055205-Westboro, MA to Boston, MA		26.75
5/27/2005	0527055206-Westboro, MA to Boston, MA		58.05
5/27/2005	Tolls		2.60
5/27/2005	0527055207-Westboro, MA to Boston, MA		26.75
			016 to JAB
		<b>Total Due</b>	<b>\$174.80</b>

A fuel surcharge of 7% has been added to each invoice. There is a finance charge of 1.5% on all accounts with balances over 30 days. PLEASE REFERENCE INVOICE # FOR PAYMENT. Any accounts with balances over 45 days are subject to being placed on COD status.

# A & P Courier Service, Inc.

D/B/A ABC Courier Service  
P.O.Box 647  
Marlborough, MA 01752

Bay State Gas Company  
DTE 05-27  
Attachment DTE-15-58(k)  
Page 12 of 14

## Invoice

### Accounts Payable

Nisource  
300 Friberg Pkwy  
Westboro MA 01581  
Attn: Susan Kullberg

Date	Invoice #
6/9/2005	14860

P.O. No.		Terms	Due Date
		Due on receipt	6/9/2005
Service Date	ABC Delivery Information	Customer Ref Info	Amount
6/2/2005	0602059601-Westboro, MA to Boston, MA	Susan K	58.05
6/2/2005	Tolls		2.60
6/2/2005	0602059602-Westboro, MA to Boston, MA	Susan K	26.75
6/3/2005	0603055204-Westboro, MA to Boston, MA	Susan K	58.05
6/3/2005	Tolls		2.60
6/3/2005	0603055203-Westboro, MA to Boston, MA	Susan K	26.75
		JRB OK/2/05	
Total Due			\$174.80

A fuel surcharge of 7% has been added to each invoice. There is a finance charge of 1.5% on all accounts with balances over 30 days. PLEASE REFERENCE INVOICE # FOR PAYMENT. Any accounts with balances over 45 days are subject to being placed on COD status.

**A & P Courier Service, Inc.**

D/B/A ABC Courier Service  
P.O.Box 647  
Marlborough, MA 01752

Bay State Gas Company  
DTE 05-27  
Attachment DTE-15-58(k)  
Page 13 of 14

**Invoice****Accounts Payable**

Nisource  
300 Friberg Pkwy  
Westboro MA 01581  
Attn: Susan Kullberg

Date	Invoice #
6/16/2005	14904

P.O. No.		Terms	Due Date
		Due on receipt	6/16/2005
Service Date	ABC Delivery Information	Customer Ref Info	Amount
6/6/2005	0606055204-Westboro, MA to Boston, MA	Susan K	61.05
6/6/2005	Tolls		2.60
6/6/2005	0606055205-Westboro, MA to Boston, MA	Susan K	26.75
6/7/2005	0607055203-Westboro, MA to Boston, MA	Susan K	58.05
6/7/2005	Tolls		2.60
6/7/2005	0607055205-Westboro, MA to Boston, MA	Susan K	26.75
6/7/2005	0608056505-Westboro, MA to Boston, MA	Susan K	58.05
6/8/2005	Tolls		2.60
6/8/2005	0608056504-Westboro, MA to Boston, MA	Susan K	26.75
6/8/2005			
		<b>Total Due</b>	<b>\$265.20</b>

JB OK

A fuel surcharge of 7% has been added to each invoice. There is a finance charge of 1.5% on all accounts with balances over 30 days. PLEASE REFERENCE INVOICE # FOR PAYMENT. Any accounts with balances over 45 days are subject to being placed on COD status.

**A & P Courier Service, Inc.**

D/B/A ABC Courier Service  
P.O.Box 647  
Marlborough, MA 01752

Bay State Gas Company  
DTE 05-27  
Attachment DTE-15-58(k)  
Page 14 of 14

**Invoice****Accounts Payable**

Nisource  
300 Friberg Pkwy  
Westboro MA 01581  
Attn: Susan Kullberg

Date	Invoice #
6/30/2005	15000

P.O. No.	Terms	Due Date
	Due on receipt	6/30/2005

Service Date	ABC Delivery Information	Customer Ref Info	Amount
6/23/2005	0623055203-Westboro, MA to Boston, MA	Susan K	58.05
6/23/2005	Tolls		2.60
6/23/2005	0623055204-Westboro, MA to Boston, MA	Susan K	26.75
6/24/2005	0624056503-Westboro, MA to Boston, MA	Susan K	73.05
6/24/2005	Tolls		2.60
6/24/2005	0624056504-Westboro, MA to Boston, MA	Susan K	26.75
			JRB
<b>Total Due</b>			<b>\$189.80</b>

A fuel surcharge of 7% has been added to each invoice. There is a finance charge of 1.5% on all accounts with balances over 30 days. PLEASE REFERENCE INVOICE # FOR PAYMENT. Any accounts with balances over 45 days are subject to being placed on COD status.



COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

RESPONSE OF BAY STATE GAS COMPANY TO THE  
THIRD SET OF INFORMATION REQUESTS FROM THE ATTORNEY GENERAL  
D. T. E. 05-27

Date: July 15, 2005

Responsible: John E. Skirtich, Consultant

**CONFIDENTIAL**

AG-3-43 Referring to Exhibit BSG/JES-1, Schedule 6, page 7, please provide the following information regarding the Sales of the LNG Trailers:

- (1) a copy of the purchase and sale agreement along with all other associated amendments and agreements thereto;
- (2) a copy of all subsequent leases and / or agreements for use of the facility by the Company;
- (3) the cost / benefit analysis associated with the sale that was used by the Company in its decision to sell the facility;
- (4) an itemization and quantification of the current annual costs of the facility to the Company;
- (5) copies of all bids for purchasing the facility; and
- (6) copies of all market valuation of the facilities done by / for the Company.

Response: The response to this information request includes commercially sensitive, competitively proprietary and non-public information that is appropriate for protection from public disclosure. Accordingly, the CONFIDENTIAL attachments hereto are filed in single copy to the Hearing Officer, accompanied by a Motion for Protective Treatment. Any other party may seek access pursuant to a mutually agreed upon confidentiality agreement.

- (1) The Asset Purchase Agreement and the Amendment of Asset Purchase Agreement are provided as CONFIDENTIAL Attachment AG-3-43-1 (a) and CONFIDENTIAL Attachment AG-3-43-1 (b), respectively. These materials are non-public and are confidential.
- (2) Please see the response to AG-3-43-1 and the CONFIDENTIAL Attachments thereto.
- (3) The sale of the LNG trailers to TransGas was superior to both the lease option from TransGas and the alternative proposal from LP Transportation based on the significantly higher sale price of the LNG trailers and the lower transportation rates as outlined in the July 18, 2001 proposal from TransGas. See CONFIDENTIAL Attachment AG-3-43-5 (a) and

- CONFIDENTIAL Attachment AG-3-43-5 (b) for copies of the responses to the Request for Proposal (RFP).
- (4) The LNG trailers were sold per the CONFIDENTIAL Asset Purchase Agreement and the Amendment of Asset Purchase Agreement provided in the response to AG-3-43-1. Therefore there are currently no annual costs to the Company.
  - (5) The two bids are provided as CONFIDENTIAL Attachment AG-3-43-5 (a) and CONFIDENTIAL Attachment AG-3-43-5 (b).
  - (6) The market valuation was accomplished through the issuance of the RFP provided as CONFIDENTIAL Attachment AG-3-43-6.

**COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY**

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Petition of Bay State Gas Company )  
For Approval of Revised Tariffs )  
And Other Rate Modifications )

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D.T.E. 05-27

**MOTION OF BAY STATE GAS COMPANY  
FOR PROTECTIVE TREATMENT**

**I. INTRODUCTION**

Pursuant to 220 C.M.R. 1.04(5)(a), Bay State Gas Company ("Bay State") hereby moves the Department of Telecommunications and Energy ("Department") to grant protection from public disclosure, pursuant to G.L. c. 25, § 5D, to Attachments to AG-3-43 to Bay State's response to information request AG-3-43, which seeks information regarding the final negotiated purchase price and the competitive bidding process administered by Bay State while soliciting bids for the sale of certain of its LNG Trailers. To fully comply, Bay State's response must include confidential, competitively sensitive information (i.e., bid submissions) contained in communications from potential counterparties, as well as information regarding the terms of a final, non-public sale.

In support of its request for protective treatment, Bay State states as follows:

**II. THE MATERIALS ARE A TYPE THAT MAY BE PROTECTED BY THE DEPARTMENT**

A. Standard of Review

Confidential information may be protected from public disclosure in accordance with G.L. c. 25, § 5D, which states, in pertinent part:

The [D]epartment may protect from public disclosure, trade secrets, confidential, competitively sensitive or other proprietary information provided in the course of proceedings conducted pursuant to this chapter. There shall be a presumption that the information for which such protection is sought is public information and the burden shall be on the proponent of such protection to prove the need for such protection. Where the need has been found to exist, the [D]epartment shall protect only so much of the information as is necessary to meet such need.

Towards this end, the Department has developed a three-part standard for assessing requests for protective treatment. First, the information for which protection is sought must constitute “trade secrets, [or] confidential, competitively sensitive or proprietary information.” Second, the party seeking protection from disclosure must overcome the statutory presumption that the public is benefited by disclosure of that information by “proving” the need for non-disclosure. Finally, the Department will protect only so much of the information as is necessary to meet the established need. See, e.g., Boston Gas Co., D.T.E. 03-40 (2003); Western Mass. Elec. Co. D.T.E. 99-56 (1999).<sup>1</sup>

**B. The Submitted Bid and Final Negotiated Information in the Attachment to AG-3-43 Warrant the Department’s Protective Treatment**

The attachments to AG-3-43 include Requests for Proposals (“RFPs”), responses to RFPs, evaluation materials, and other supplemental materials generated while Bay State evaluated and selected the meritorious third party bidder for its trailers. These Confidential Attachments contain confidential, competitively sensitive information and warrant the Department’s protective treatment. The Department must protect the confidentiality of the price quotes submitted to Bay State during the bidding process to ensure that Bay State receives the lowest and best offers to do the same and similar sales processes in the future. In the event that

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<sup>1</sup> Appropriate considerations with respect to the public interest include an assessment of the interests at stake, the likely harm that would result from public disclosure of information, and the public policy implications of such disclosure. See, e.g., Essex Co. Gas Co., D.P.U. 96-105 (1996); Berkshire Gas Co., D.P.U. 93-187/188/189/190 (1994); Boston Gas Co., D.P.U. 92-259 (1993).

Bay State seeks bids from third parties to participate in the sale of assets in the future, the release of these bids will compromise Bay State's future bargaining position. Such knowledge could arbitrarily fix the high or low ends of the bid range. Protection of the confidentiality of these submitted bids will enhance Bay State's ability to negotiate the best bargain for the same or similar services and sales in the future. Ultimately, public disclosure would threaten Bay State's competitive stance in the market.

In addition, parties that submitted quotes in response to Bay State's invitation for bids, may well face competitive harm by the public disclosure of the information submitted as part of their bids. Disclosure of the bid information may impede the participants' ability to negotiate based upon better terms for the provision of services or for sales to other parties. This may place these individuals or firms at a competitive disadvantage relative to other market players that did not participate in Bay State's bid process.

Furthermore, the creation of such a disadvantageous bargaining position for parties that submitted quotes in Bay State's competitive bidding process relative to parties that chose not to submit quotes to Bay State during the last process could cause potential bidders to decide against participating in a future Bay State bid process. If fewer parties choose to engage in future competitive bidding processes, Bay State could face increasing difficulty in negotiating advantageous rates for the same or similar services and prices for similar sales transactions.

Finally, the bidding process participants are not parties to this proceeding and cannot make their own request for protective treatment. Thus, Bay State's request for protective treatment also protects the bidder's legitimate interests in maintaining the confidentiality of this information.

The Department has ruled that bid information is confidential and competitively sensitive information and that disclosure of such information could undermine the negotiation process. See, e.g., Fitchburg Gas and Electric Co., D.T.E. 98-121 (1999). That is why the Department previously has extended protective treatment over similar information. See id.

### **III. CONCLUSION**

WHEREFORE, for the foregoing reasons, Bay State respectfully requests that the Department grant Bay State's Motion for Protective Treatment over the Attachment to AG-3-44.

Respectfully submitted,  
BAY STATE GAS COMPANY  
By its attorneys,

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Patricia M. French  
Senior Attorney  
NiSOURCE CORPORATE SERVICES  
300 Friberg Parkway  
Westborough, MA 01581  
Tel (508) 836-7394  
Fax (508) 836-7039

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Robert L. Dewees, Jr.  
NIXON PEABODY LLP  
100 Summer Street  
Boston, MA 02110  
Tel (617) 345-1316  
Fax (866) 947-1870

Dated: July 15, 2005

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

RESPONSE OF BAY STATE GAS COMPANY TO THE  
THIRD SET OF INFORMATION REQUESTS FROM THE ATTORNEY GENERAL  
D. T. E. 05-27

Date: July 15, 2005

Responsible: John E. Skirtich, Consultant

**CONFIDENTIAL**

AG-3-44 Referring to Exhibit BSG/JES-1, Schedule 6, page 7, please provide the following information regarding the Sales of the Propane Properties:

- (1) a copy of the purchase and sale agreement along with all other associated amendments and agreements thereto;
- (2) a copy of all subsequent leases and / or agreements for use of the facility by the Company;
- (3) the cost / benefit analysis associated with the sale that was used by the Company in its decision to sell the facility;
- (4) an itemization and quantification of the current annual costs of the facility to the Company;
- (5) copies of all bids for purchasing the facility; and
- (6) copies of all market valuation of the facilities done by / for the Company.

Response: The response to this information request includes commercially sensitive, competitively proprietary and non-public information that is appropriate for protection from public disclosure. Accordingly, the CONFIDENTIAL attachments hereto are filed in single copy to the Hearing Officer, accompanied by a Motion for Protective Treatment. Any other party may seek access pursuant to a mutually agreed upon confidentiality agreement.

- (1) The Purchase and Sale Agreements for all facilities are provided in CONFIDENTIAL Attachment AG-3-44 (1).
- (2) Please see the response to CONFIDENTIAL AG-3-44 (1).
- (3) No cost / benefit analysis was performed associated with the sale of this asset. Due to various distribution system uprates designed to enhance system pressures, the facilities that were sold were no longer needed to provide the Company with critical system pressure support. Moreover, these facilities, when operated with the still existing larger propane air facilities in the Brockton and Springfield divisions created potential equipment problems for those customers located near these facilities due to the greater concentration of extremely high BTU propane gas.
- (4) For those facilities that have been sold there are no annual costs.

- (5) The Company only received one bid as a result of its comprehensive RFP process conducted in the fall of 1999. The bid, which is marked CONFIDENTIAL, is provided as CONFIDENTIAL Attachment AG-3-44 (5). The Company determined that the offer contained in this bid did not meet Bay State's expectations and therefore the Company did not sell the assets during this time. During 2001, Bay State re-evaluated this situation and was able to find a willing purchaser that more closely met the Company's expectations. See Attachment AG-03-44 (1) for a copy of the purchase and sale agreement with this party in December 2001.
- (6) The market valuation for these assets was accomplished through the issuance of the RFP provided as CONFIDENTIAL Attachment AG-3-44 (6). As described in the response to CONFIDENTIAL Attachment AG-3-44 (5), the Company only received one bid, which placed a lower than expected value on the facilities.



**COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY**

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Petition of Bay State Gas Company )  
For Approval of Revised Tariffs )  
And Other Rate Modifications )

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D.T.E. 05-27

**MOTION OF BAY STATE GAS COMPANY  
FOR PROTECTIVE TREATMENT**

**I. INTRODUCTION**

Pursuant to 220 C.M.R. 1.04(5)(a), Bay State Gas Company (“Bay State”) hereby moves the Department of Telecommunications and Energy (“Department”) to grant protection from public disclosure, pursuant to G.L. c. 25, § 5D, to Attachments AG-3-44 to Bay State’s response to information request AG-3-44, which seeks information regarding the final negotiated purchase price and the competitive bidding process administered by Bay State while soliciting bids for the sale of certain of its propane facilities. To fully comply, Bay State’s response must include confidential, competitively sensitive information (i.e., bid submissions) contained in communications from potential counterparties, as well as information regarding the terms of a final, non-public sale.

In support of its request for protective treatment, Bay State states as follows:

**II. THE MATERIALS ARE A TYPE THAT MAY BE PROTECTED BY THE DEPARTMENT**

**A. Standard of Review**

Confidential information may be protected from public disclosure in accordance with G.L. c. 25, § 5D, which states, in pertinent part:

The [D]epartment may protect from public disclosure, trade secrets, confidential, competitively sensitive or other proprietary information provided in the course of proceedings conducted pursuant to this chapter. There shall be a presumption that the information for which such protection is sought is public information and the burden shall be on the proponent of such protection to prove the need for such protection. Where the need has been found to exist, the [D]epartment shall protect only so much of the information as is necessary to meet such need.

Towards this end, the Department has developed a three-part standard for assessing requests for protective treatment. First, the information for which protection is sought must constitute “trade secrets, [or] confidential, competitively sensitive or proprietary information.” Second, the party seeking protection from disclosure must overcome the statutory presumption that the public is benefited by disclosure of that information by “proving” the need for non-disclosure. Finally, the Department will protect only so much of the information as is necessary to meet the established need. See, e.g., Boston Gas Co., D.T.E. 03-40 (2003); Western Mass. Elec. Co. D.T.E. 99-56 (1999).<sup>1</sup>

B. The Submitted Bid and Final Negotiated Information in the Attachment to AG-3-44 Warrant the Department’s Protective Treatment

The attachments to AG-3-44 include Requests for Proposals (“RFPs”), responses to RFPs, evaluation materials, and other supplemental materials generated while Bay State evaluated and selected the meritorious third party bidder for its propane facilities. These Confidential Attachments contain confidential, competitively sensitive information and warrant the Department’s protective treatment. The Department must protect the confidentiality of the price quotes submitted to Bay State during the bidding process to ensure that Bay State receives the lowest and best offers to do the same and similar sales processes in the future. In the event

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<sup>1</sup> Appropriate considerations with respect to the public interest include an assessment of the interests at stake, the likely harm that would result from public disclosure of information, and the public policy implications of such disclosure. See, e.g., Essex Co. Gas Co., D.P.U. 96-105 (1996); Berkshire Gas Co., D.P.U. 93-187/188/189/190 (1994); Boston Gas Co., D.P.U. 92-259 (1993).

that Bay State seeks bids from third parties to participate in the sale of assets in the future, the release of these bids will compromise Bay State's future bargaining position. Such knowledge could arbitrarily fix the low end of the bid range. Protection of the confidentiality of these submitted bids will enhance Bay State's ability to negotiate the best bargain for the same or similar services in the future. Ultimately, public disclosure would threaten Bay State's competitive stance in the market.

In addition, parties that submitted quotes in response to Bay State's invitation for bids, may well face competitive harm by the public disclosure of the information submitted as part of their bids. Disclosure of the bid information may impede the participants' ability to negotiate based upon better terms for the provision of services to other parties. This may place these individuals or firms at a competitive disadvantage relative to other market players that did not participate in Bay State's bid process.

Furthermore, the creation of such a disadvantageous bargaining position for parties that submitted quotes in Bay State's competitive bidding process relative to parties that chose not to submit quotes to Bay State during the last process could cause potential bidders to decide against participating in a future Bay State bid process. If fewer parties choose to engage in future competitive bidding processes, Bay State could face increasing difficulty in negotiating advantageous rates for the same or similar services.

Finally, the bidding process participants are not parties to this proceeding and cannot make their own request for protective treatment. Thus, Bay State's request for protective treatment also protects the bidder's legitimate interests in maintaining the confidentiality of this information.

The Department has ruled that bid information is confidential and competitively sensitive information and that disclosure of such information could undermine the negotiation process. See, e.g., Fitchburg Gas and Electric Co., D.T.E. 98-121 (1999). That is why the Department previously has extended protective treatment over similar information. See id.

### **III. CONCLUSION**

WHEREFORE, for the foregoing reasons, Bay State respectfully requests that the Department grant Bay State's Motion for Protective Treatment over the Attachment to AG-3-44.

Respectfully submitted,  
BAY STATE GAS COMPANY  
By its attorneys,

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Patricia M. French  
Senior Attorney  
NiSOURCE CORPORATE SERVICES  
300 Friberg Parkway  
Westborough, MA 01581  
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Fax (508) 836-7039

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Robert L. Dewees, Jr.  
NIXON PEABODY LLP  
100 Summer Street  
Boston, MA 02110  
Tel (617) 345-1316  
Fax (866) 947-1870

Dated: July 15, 2005

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

RESPONSE OF BAY STATE GAS COMPANY TO THE  
THIRD SET OF INFORMATION REQUESTS FROM THE ATTORNEY GENERAL  
D. T. E. 05-27

Date: July 15, 2005

Responsible: John E. Skirtich, Consultant

**CONFIDENTIAL**

AG-3-45 Referring to Exhibit BSG/JES-1, Schedule 6, page 7, please provide the following information regarding the Sale of the Water Heaters:

- (1) a copy of the purchase and sale agreement along with all other associated amendments and agreements thereto;
- (2) a copy of all subsequent leases and / or agreements for use of the facility by the Company;
- (3) the cost / benefit analysis associated with the sale that was used by the Company in its decision to sell the facility;
- (4) an itemization and quantification of the current annual costs of the facility to the Company;
- (5) copies of all bids for purchasing the facility; and
- (6) copies of all market valuation of the facilities done by / for the Company.

Response: The response to this information request includes commercially sensitive, competitively proprietary and non-public information that is appropriate for protection from public disclosure. Accordingly, the CONFIDENTIAL attachments hereto are filed in single copy to the Hearing Officer, accompanied by a Motion for Protective Treatment. Any other party may seek access pursuant to a mutually agreed upon confidentiality agreement.

- (1) Please see Attachment AG-3-45 (a) for a copy of the Master Equipment Lease Agreement (Lease Number 31946) and Lease Agreement (Lease Number 31946-0002) relating to the October 1995 sale / lease back transaction.
- (2) Subsequent to the October 1995 sale / lease back transaction, The Company completed three additional water heater sale / lease back transactions: September 1996 (Lease Number 31946-0004), September 1997 (Lease Number 31946-0014) and January 1999 (Lease Number 31946-0023). The Company is unable to locate copies of these lease agreements at this time but will supplement the response when they become available.
- (3) Please see Attachment AG-3-45 (b) for the Lease Analyses performed.

- (4) There are no current annual water heater lease costs. The Company exercised the early buy-out option on all of the water heater leases.
- (5) The Company regularly negotiates with its banks to secure the best financing rates and terms available. There was no formal bidding process specifically for the water heater leases per se.
- (6) No market valuation study was performed for the water heater assets.

**COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY**

Petition of Bay State Gas Company For Approval of Revised Tariffs And Other Rate Modifications	) ) ) ) )	D.T.E. 05-27
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**MOTION OF BAY STATE GAS COMPANY  
FOR PROTECTIVE TREATMENT**

**I. INTRODUCTION**

Pursuant to 220 C.M.R. 1.04(5)(a), Bay State Gas Company (“Bay State”) hereby moves the Department of Telecommunications and Energy (“Department”) to grant protection from public disclosure, pursuant to G.L. c. 25, § 5D, to Attachments AG-3-45 to Bay State’s response to information request AG-3-44, which seeks information regarding the final negotiated purchase price and the competitive bidding process administered by Bay State while soliciting bids for the sale of water heaters. To fully comply, Bay State’s response must include confidential, competitively sensitive information (i.e., bid submissions) contained in communications from potential counterparties, as well as information regarding the terms of a final, non-public sale.

In support of its request for protective treatment, Bay State states as follows:

**II. THE MATERIALS ARE A TYPE THAT MAY BE PROTECTED BY THE DEPARTMENT**

A. Standard of Review

Confidential information may be protected from public disclosure in accordance with G.L. c. 25, § 5D, which states, in pertinent part:

The [D]epartment may protect from public disclosure, trade secrets, confidential, competitively sensitive or other proprietary information provided in the course of

proceedings conducted pursuant to this chapter. There shall be a presumption that the information for which such protection is sought is public information and the burden shall be on the proponent of such protection to prove the need for such protection. Where the need has been found to exist, the [D]epartment shall protect only so much of the information as is necessary to meet such need.

Towards this end, the Department has developed a three-part standard for assessing requests for protective treatment. First, the information for which protection is sought must constitute “trade secrets, [or] confidential, competitively sensitive or proprietary information.” Second, the party seeking protection from disclosure must overcome the statutory presumption that the public is benefited by disclosure of that information by “proving” the need for non-disclosure. Finally, the Department will protect only so much of the information as is necessary to meet the established need. See, e.g., Boston Gas Co., D.T.E. 03-40 (2003); Western Mass. Elec. Co. D.T.E. 99-56 (1999).<sup>1</sup>

**B. The Submitted Bid and Final Negotiated Information in the Attachment to AG-3-45 Warrant the Department’s Protective Treatment**

The attachments to AG-3-45 include Requests for Proposals (“RFPs”), responses to RFPs, evaluation materials, and other supplemental materials generated while Bay State evaluated and selected the appropriate sale process for its water heaters. These Confidential Attachments contain confidential, competitively sensitive information and warrant the Department’s protective treatment. The Department must protect the confidentiality of the price quotes submitted to Bay State during the bidding process to ensure that Bay State receives the lowest and best offers to do the same and similar transactions in the future. In the event that Bay State seeks bids from third parties to participate in the sale of assets in the future, the release of

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<sup>1</sup> Appropriate considerations with respect to the public interest include an assessment of the interests at stake, the likely harm that would result from public disclosure of information, and the public policy implications of such disclosure. See, e.g., Essex Co. Gas Co., D.P.U. 96-105 (1996); Berkshire Gas Co., D.P.U. 93-187/188/189/190 (1994); Boston Gas Co., D.P.U. 92-259 (1993).



these bids will compromise Bay State's future bargaining position. Such knowledge could arbitrarily fix the low end of the bid range. Protection of the confidentiality of these submitted bids will enhance Bay State's ability to negotiate the best bargain for the same or similar business activities in the future. Ultimately, public disclosure would threaten Bay State's competitive stance in the market.

In addition, parties that submitted quotes in response to Bay State's invitation for bids, may well face competitive harm by the public disclosure of the information submitted as part of their bids. Disclosure of the bid information may impede the participants' ability to negotiate based upon better terms for transactions with other parties. This may place these individuals or firms at a competitive disadvantage relative to other market players that did not participate in Bay State's bid process.

Furthermore, the creation of such a disadvantageous bargaining position for parties that submitted quotes in Bay State's competitive bidding process relative to parties that chose not to submit quotes to Bay State during the last process could cause potential bidders to decide against participating in a future Bay State bid process. If fewer parties choose to engage in future competitive bidding processes, Bay State could face increasing difficulty in negotiating advantageous rates for the same or similar services, activities or sales.

Finally, the bidding process participants are not parties to this proceeding and cannot make their own request for protective treatment. Thus, Bay State's request for protective treatment also protects the bidder's legitimate interests in maintaining the confidentiality of this information.

The Department has ruled that bid information is confidential and competitively sensitive information and that disclosure of such information could undermine the negotiation process.

See, e.g., Fitchburg Gas and Electric Co., D.T.E. 98-121 (1999). That is why the Department previously has extended protective treatment over similar information. See id.

### III. CONCLUSION

WHEREFORE, for the foregoing reasons, Bay State respectfully requests that the Department grant Bay State's Motion for Protective Treatment over the Attachment to AG-3-44.

Respectfully submitted,  
BAY STATE GAS COMPANY  
By its attorneys,

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Patricia M. French  
Senior Attorney  
NiSOURCE CORPORATE SERVICES  
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Robert L. Dewees, Jr.  
NIXON PEABODY LLP  
100 Summer Street  
Boston, MA 02110  
Tel (617) 345-1316  
Fax (866) 947-1870

Dated: July 15, 2005

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

RESPONSE OF BAY STATE GAS COMPANY TO  
RECORD REQUESTS FROM THE ATTORNEY GENERAL  
D.T.E. 05-27

Date: July 15, 2005

Responsible: Danny G. Cote, General Manager

**CONFIDENTIAL RESPONSE**

RR-AG-19: Provide revised response to AG14-11. (NOTE: AG wants response to the word "contacted" not "contracted.")

Response: The response to this information request includes commercially sensitive, competitively proprietary and non-public information that is appropriate for protection from public disclosure. Accordingly, the CONFIDENTIAL attachments hereto are filed in single copy to the Hearing Officer, accompanied by a Motion for Protective Treatment. Any other party may seek access pursuant to a mutually agreed upon confidentiality agreement.

Bay State Gas uses outside contractors to do all of its annual leak and corrosion surveys. One of the services the leak and corrosion survey contractors provide is to troubleshoot any problems that may arise. To the best of Bay State's knowledge and following a reasonable inquiry, it is my belief that because Bay State conducts continuous leak surveys, it has not found the need to contact outside consultants for additional expertise regarding corrosion or leaks in the Bay State distribution system.

Since 2001 we have only used two companies to perform our corrosion surveys. New England CP, Inc. does our Brockton and Lawrence surveys and Hawkeye Construction does our surveys in Springfield.

Attachment RR-AG-19 (a) is a list of the companies that were invited to bid the contract for 2001, Attachment RR-AG-19 (b) is a copy of the RFP used for the bid, CONFIDENTIAL Attachment RR-AG-19 (c) contains the quotes from the companies that chose to participate and CONFIDENTIAL Attachment RR-AG-19 (d) is a copy of the acceptance letters sent to the successful bidders.

In 2002 New England CP, Inc. submitted a three-year proposal to extend their services in Brockton and Lawrence. The proposal was accepted. In 2003 Hawkeye submitted a 4-year proposal to extend their services in Springfield and this proposal was also accepted. The proposals that were submitted are attached as CONFIDENTIAL Attachment RR-AG-19 (e).

Bay State surveys exceed both the regulatory requirements and typical industry practice and have allowed it to operate and maintain an effective and efficient system. (See AG 2-16(b)). The data associated with Bay State's corrosion and leak survey results is available for review at each of Bay State's operational centers.

Name	company	address1	City	State	zip	Salutation
Mr. Robert F. Allen	ARK Engineering & Tech, Serv.	P.O. Box 407	Cohasset	MA	02025	Dear Mr. Allen:
Scott Paul	Corr. Tech., Inc.	77 West Main Street	Hopkinton	MA	01745	Dear Mr. Paul:
Mr. Thomas B. Williams, Jr.	New England CP, Inc.	294 East Street	W. Bridgewater	MA	02379	Dear Mr. Williams:
Mr. Gus Gucwa	Northeast Corrosion Analysts	P.O. Box 355	Newbury,	NH	03255	Dear Mr. Gucwa:
Quotation Departme nt	Surveys & Analysis, Inc.	538 Hartford Turnpike	Shrewsbury	MA	01545	Quotation Department
Quotation Departme nt	Henkels & McCoy	1395 Atwood Ave	Johnston	RI	02919	Quotation Department
Mr. George Green VP	Keystone Pipeline Services, Inc.	One PEI Center	Wilkes- Barre	PA	18711 -0601	Dear Mr. Green:
Mr. Matthew Coutu	O Mark Consultants Inc.	P O Box 1086	Boylston	MA	01505 -1686	Dear Mr. Coutu:
Mr. David Haller	Hawkeye Construction	PO Box 576	Chicopee	MA	01021 -0576	Dear Mr. Haller:
Mr. Bert Phillips	PCA Engineering Inc.	152 Forest Street	Norwell	MA	02061	Dear Mr. Phillips:

pg 1 of 2

BAY STATE GAS CO. / NORTHERN UTILITIES, INC.				
REQUEST FOR PROPOSAL FOR CORROSION SURVEY WORK				TOTAL
<b>BID DUE DATE: 12/15/00</b>				
<b>MASSACHUSETTS</b>				
<b>BROCKTON</b>				
<b>MAINS</b>	<b>3500</b>	<b>SERVICE TESTING WORK:</b>	\$	/SERVICE
		<b>MAIN TESTING WORK:</b>	\$	/DAY
		<b>NO. OF DAYS TO COMPLETE WORK:</b>		/DAYS
		<b>TROUBLESHOOTING:</b>	\$	/HOUR
		<b>LUMP SUM - SERVICES TESTING AND TROUBLESHOOTING</b>	\$	/TOTAL
		<b>LUMP SUM - RECTIFIERS TESTING AND TROUBLESHOOTING</b>		/TOTAL
		<b>LUMP SUM - MAG. ANODE SYSTEMS TESTING AND TROUBLESHOOTING</b>	\$	/TOTAL
		<b>TOTAL LUMP SUM FOR ALL MAINS AND SERVICES, TESTING AND TROUBLESHOOTING</b>		/TOTAL
<b>TOTALS - BROCKTON</b>				
<b>SPRINGFIELD</b>				
<b>2250</b>	<b>SERVICE TESTING WORK:</b>	\$	/SERVICE	
	<b>MAIN TESTING WORK:</b>	\$	/DAY	
	<b>NO. OF DAYS TO COMPLETE WORK:</b>		/DAYS	
	<b>TROUBLESHOOTING:</b>	\$	/HOUR	
	<b>LUMP SUM - SERVICES TESTING AND TROUBLESHOOTING</b>	\$	/TOTAL	
	<b>LUMP SUM - MAINS TESTING AND TROUBLESHOOTING</b>	\$	/TOTAL	
	<b>TOTAL LUMP SUM - ALL MAINS AND SERVICE, TESTING AND TROUBLESHOOTING</b>	\$	/TOTAL	
<b>TOTALS - SPRINGFIELD</b>				
<b>LAWRENCE</b>				
<b>700</b>	<b>SERVICE TESTING WORK:</b>	\$	/SERVICE	
	<b>MAIN TESTING WORK:</b>	\$	/DAY	
	<b>NO. OF DAYS TO COMPLETE WORK:</b>		/DAYS	
	<b>TROUBLESHOOTING:</b>	\$	/HOUR	
	<b>LUMP SUM - SERVICES TESTING AND TROUBLESHOOTING</b>	\$	/TOTAL	
	<b>LUMP SUM - MAINS TESTING AND TROUBLESHOOTING</b>	\$	/TOTAL	
<b>TOTALS - LAWRENCE</b>				

pg. 2 of 2

BAY STATE GAS CO. / NORTHERN UTILITIES, INC.				
REQUEST FOR PROPOSAL FOR CORROSION SURVEY WORK				TOTAL
BID DUE DATE: 12/15/00				
NEW HAMPSHIRE				
65	SERVICE TESTING WORK:	\$ /SERVICE		
	MAIN TESTING WORK:	\$ /DAY		
	NO. OF DAYS TO COMPLETE WORK:	/DAYS		
	TROUBLESHOOTING:	\$ /HOUR		
	LUMP SUM - SERVICES TESTING AND TROUBLESHOOTING	\$ /TOTAL		
	LUMP SUM - MAINS TESTING AND TROUBLESHOOTING	\$ /TOTAL		
TOTALS - NEW HAMPSHIRE				
MAINE				
60	SERVICE TESTING WORK:	\$ /SERVICE		
	MAIN TESTING WORK:	\$ /DAY		
	NO. OF DAYS TO COMPLETE WORK:	/DAYS		
	TROUBLESHOOTING:	\$ /HOUR		
	LUMP SUM - SERVICES TESTING AND TROUBLESHOOTING	\$ /TOTAL		
	LUMP SUM - MAINS TESTING AND TROUBLESHOOTING	\$ /TOTAL		
TOTALS - MAINE				
PLEASE PROVIDE THE FOLLOWING INFORMATION:				
PAYMENT TERMS:				
CONTRACT PERIOD: [ ] ONE YEAR; [ ] TWO YEARS				
DATE:				
COMPANY:				
NOTES:				
SIGNATURE:				
PRINT NAME:				

Petition of Bay State Gas Company  
For Approval of Revised Tariffs  
And Other Rate Modifications

**MOTION OF BAY STATE GAS COMPANY  
FOR PROTECTIVE TREATMENT**

## I. INTRODUCTION

Pursuant to 220 C.M.R. 1.04(5)(a), Bay State Gas Company (“Bay State”) hereby moves the Department of Telecommunications and Energy (“Department”) to grant protection from public disclosure, pursuant to G.L. c. 25, § 5D, to Attachments RR-AG-19 (c) through RR-AG-19 (e), to Bay State’s response to record request RR-AG-19, which seeks information regarding the competitive bidding process administered by Bay State while soliciting corrosion testing services from outside contractors for its cathodically protected distribution system. To fully comply with the request, Bay State’s response must include confidential, competitively sensitive information (i.e., bid submissions) contained in communications from potential outside contractors.

In support of its request for protective treatment, Bay State states as follows:

## II. THE MATERIALS ARE A TYPE THAT MAY BE PROTECTED BY THE DEPARTMENT

### A. Standard of Review

Confidential information may be protected from public disclosure in accordance with G.L. c. 25, § 5D, which states, in pertinent part:



The [D]epartment may protect from public disclosure, trade secrets, confidential, competitively sensitive or other proprietary information provided in the course of proceedings conducted pursuant to this chapter. There shall be a presumption that the information for which such protection is sought is public information and the burden shall be on the proponent of such protection to prove the need for such protection. Where the need has been found to exist, the [D]epartment shall protect only so much of the information as is necessary to meet such need.

Towards this end, the Department has developed a three-part standard for assessing requests for protective treatment. First, the information for which protection is sought must constitute “trade secrets, [or] confidential, competitively sensitive or proprietary information.” Second, the party seeking protection from disclosure must overcome the statutory presumption that the public is benefited by disclosure of that information by “proving” the need for non-disclosure. Finally, the Department will protect only so much of the information as is necessary to meet the established need. See, e.g., Boston Gas Co., D.T.E. 03-40 (2003); Western Mass. Elec. Co. D.T.E. 99-56 (1999).<sup>1</sup>

B. The Submitted Bid Information in the Attachments to RR-AG-19 (c) through (e) Warrant the Department’s Protective Treatment

Attachments RR-AG-19 (c) through RR-AG-19(e) include Requests for Proposals (“RFPs”), responses to RFPs, evaluation materials, and other supplemental materials generated while Bay State evaluated and selected outside contractors to conduct corrosion testing of the vast, cathodically protected portions of Bay State’s distribution system. These Confidential Attachments contain confidential, competitively sensitive information and warrant the Department’s protective treatment. The Department must protect the confidentiality of the price quotes submitted to Bay State during the bidding process to ensure that Bay State receives the

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<sup>1</sup> Appropriate considerations with respect to the public interest include an assessment of the interests at stake, the likely harm that would result from public disclosure of information, and the public policy implications of such disclosure. See, e.g., Essex Co. Gas Co., D.P.U. 96-105 (1996); Berkshire Gas Co., D.P.U. 93-187/188/189/190 (1994); Boston Gas Co., D.P.U. 92-259 (1993).

lowest and best offers to do the same and similar work in the future. When Bay State seeks bids from outside contractors for corrosion testing in the future, the release of these bids will compromise Bay State's future bargaining position because all bidders will know the range of competing bids from the most recent process. Such knowledge could unnecessarily or arbitrarily fix the low end of the bid range. Protection of the confidentiality of these submitted bids will enhance Bay State's ability to negotiate the best bargain for the same or similar services in the future. Ultimately, public disclosure would threaten Bay State's competitive stance in the market.

In addition, parties that submitted quotes in response to Bay State's invitation for bids, may well face competitive harm by the public disclosure of the information submitted as part of their bids. Disclosure of the bid information may impede the participants' ability to negotiate based upon better terms for the provision of services to other parties. This may place these individuals or firms at a competitive disadvantage relative to other market players that did not participate in Bay State's bid process.

Furthermore, the creation of such a disadvantageous bargaining position for parties that submitted quotes in Bay State's competitive bidding process relative to parties that chose not to submit quotes to Bay State during the last process could cause potential bidders to decide against participating in a future Bay State bid process. If fewer parties choose to engage in future competitive bidding processes, Bay State could face increasing difficulty in negotiating advantageous rates for the same or similar services.

Finally, the bidding process participants are not parties to this proceeding and cannot make their own request for protective treatment. Thus, Bay State's request for protective

treatment also protects the bidder's legitimate interests in maintaining the confidentiality of this information.

The Department has ruled that bid information is confidential and competitively sensitive information and that disclosure of such information could undermine the negotiation process. See, e.g., Fitchburg Gas and Electric Co., D.T.E. 98-121 (1999). That is why the Department previously has extended protective treatment over similar information. See id.

### **III. CONCLUSION**

WHEREFORE, for the foregoing reasons, Bay State respectfully requests that the Department grant Bay State's Motion for Protective Treatment over Attachments RR-AG-19(c) through RR-AG-19(e).

Respectfully submitted,  
BAY STATE GAS COMPANY  
By its attorneys,

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Dated: July 15, 2005



# CERTIFICATION

I certify that I served today a copy of the attached Motions of Bay State Gas Company for Protective Treatment by hand delivery, first class mail postage prepaid or electronically on the Department of Telecommunications and Energy and all parties on the service list on file with the Secretary of the Department of Telecommunications and Energy for this proceeding.

Dated at Boston, Massachusetts this 18th day of July, 2005

Robert L. Demers  
(for)